

BellSouth Telecommunications, Inc.  
Suite 2101  
333 Commerce Street  
Nashville, Tennessee 37201-3300

615 214-6301  
Fax 615 214-7406

October 5, 1999

 **BELLSOUTH**

REC'D 14  
REGULATORY AUTH.

Guy M. Hicks

99 OCT 6 PM 3 48

OFFICE OF THE  
EXECUTIVE SECRETARY

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

99-00776

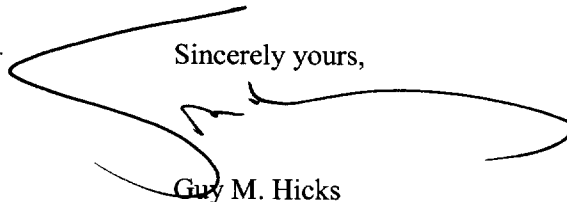
Re: Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996  
Docket No. 99-00121

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 1, 1996. The Amendment relates to the HDSL capable loops.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: H. LaDon Baltimore, Esq.  
Attorney for Intermedia

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00121~~

9900776

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND INTERMEDIA COMMUNICATIONS, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Intermedia Communications, Inc. ("Intermedia") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated July 1, 1996 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Intermedia and BellSouth state the following:

1. Intermedia and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Intermedia. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on December 3, 1996.

2. The parties have recently negotiated an Amendment to the Agreement which relates to HDSL capable loops. A copy of the Amendment is attached hereto and incorporated herein by reference.

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3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Intermedia within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Intermedia and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Intermedia and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 6<sup>th</sup> day of October, 1999.

Respectfully submitted,

~~BELLSOUTH~~ TELECOMMUNICATIONS, INC.

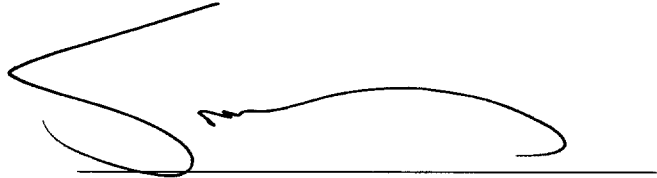
By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail:

H. LaDon Baltimore  
Farrar & Bates  
211 Seventh Ave. N, # 320  
Nashville, TN 37219-1823  
Attorney for Intermedia



Guy M. Hicks

**AMENDMENT  
TO  
INTERCONNECTION AGREEMENT BETWEEN  
INTERMEDIA COMMUNICATIONS INC. and  
BELLSOUTH TELECOMMUNICATIONS, INC.**

**DATED JULY 1, 1996**

Pursuant to this Agreement (the "Amendment"), Intermedia Communications Inc. ("INTERMEDIA") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, INTERMEDIA and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will offer, and INTERMEDIA will accept and pay for, HDSL capable loops as follows:
  - a. HDSL capable loops are non-loaded copper loops and will be provided in accordance with BellSouth TR73600, *Unbundled Local Loop Technical Specifications*, Issue B, June 1998 and as set forth in Exhibit A of this Amendment. For the purposes of this Addendum, any updates to TR73600 must comply with normal industry standards.
  - b. The HDSL capable loops will be provided to the extent available within BellSouth's Network at a particular location as determined by the Service Inquiry ("SI") process.
  - c. Where facilities permit, and subject to BellSouth's special construction process, INTERMEDIA may request that a particular loop be removed from DLC equipment in order to provide an HDSL capable loop to a specific customer location.
  - d. As mechanized interfaces to the SI process for loop qualification purposes are made available to BellSouth's retail operations or other competitive local exchange carriers ("CLECs"), those same mechanized interfaces will be made available to INTERMEDIA on the same terms and conditions.
  - e. If HDSL capable loops are available, the installation interval will be 5 to 7 business days. The interval for the SI process is separate from the installation interval and BellSouth will use its best efforts to complete the SI process within three to five (3-5) days.

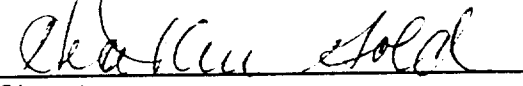
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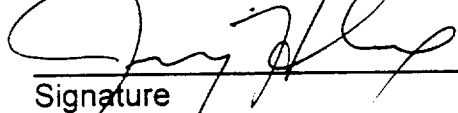
- f. The rates will be in accordance with the schedule of prices set forth in Exhibit B to this Amendment, Attachment C-19, which is incorporated herein by reference, in and for the states reflected on Attachment C-19.
- g. In some instances, INTERMEDIA will require access to copper twisted pair loop combinations unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that INTERMEDIA can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. INTERMEDIA will determine the type of service that will be provided over the loop. BellSouth will not charge INTERMEDIA for BellSouth to remove any equipment necessary to bring the loop up to BellSouth loop specifications for that type of loop. However, if the loop meets the appropriate specification for that loop type and INTERMEDIA wants additional equipment removed, then in some cases INTERMEDIA may be required to pay additional charges as set forth in the General Subscriber Service Tariff, Section A5. If this additional conditioning makes the loop no longer compliant with the TR73600 document, BellSouth will no longer be expected to maintain and repair the loop to those standards. In these cases, the modified loop will be classified as an Unbundled Copper Loop and BellSouth will only assure that the loop has electrical continuity and balance relative to tip and ring.
2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Intermedia Communications Inc.**

  
\_\_\_\_\_  
Signature  
Heather Gold  
\_\_\_\_\_  
Name  
Vice President  
\_\_\_\_\_  
Title  
8/19/99  
\_\_\_\_\_  
Date

**BellSouth Telecommunications, Inc.**

  
\_\_\_\_\_  
Signature  
Jerry Hendrix  
\_\_\_\_\_  
Name  
Senior Director-Interconnection Services  
\_\_\_\_\_  
Title  
8/27/99  
\_\_\_\_\_  
Date

8/16/99

**Exhibit A**

<b>Deployment Guideline</b>	<b>4-wire HDSL</b>	<b>2-wire HDSL</b>
<b>Pairs</b>	<b>2-pairs</b>	<b>1-pair</b>
<b>Load Coils</b>	<b>Non-loaded loops</b>	<b>Non-loaded loops</b>
<b>Maximum Loop Length 26-AWG cable</b>	<b>9 kft</b>	<b>9 kft</b>
<b>Maximum Loop Length 24-AWG cable</b>	<b>12 kft</b>	<b>12 kft</b>
<b>Maximum Single Bridged Tap Length</b>	<b>2 kft</b>	<b>2kft</b>
<b>Maximum Total Bridged Tap Length</b>	<b>2.5 kft</b>	<b>2.5 kft</b>

## EXHIBIT B

## ATTACHMENT C-19

The rates contained within this Exhibit were negotiated as a whole within the negotiations of the terms and conditions contained within the attachment and each rate, term and condition is interdependent upon the other rates, terms and conditions within this Attachment.

DESCRIPTION	USOC	RATES BY STATE											
		AL	FL	GA	KY	LA	MS	NC	SC	TN			
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>													
NRC - 1st	UHL2X	\$11.76	\$12.12	\$9.15	NA	\$11.61	\$11.60	\$17.00	\$14.86	\$13.46			
NRC - Add'l	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$280.15	\$600.61	\$640.79			
NRC - Disconnected Charge - 1st	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$243.91	\$507.33	\$541.94			
NRC - Disconnected Charge - Add'l	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA			
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$39.42	\$57.25	NA	\$44.42	NA			
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA			
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA			
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00			
<b>2-Wire HDSL Loop (Standard), per month</b>													
NRC - 1st	UHL2X	NA	NA	NA	\$8.51	NA	NA	NA	NA	NA			
NRC - Add'l	UHL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA			
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>													
NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$291.43	\$625.11	\$666.70			
NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$255.46	\$532.78	\$568.86			
NRC - Disconnected Charge - 1st	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA			
NRC - Disconnected Charge - Add'l	UHL4X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA			
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA			
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA			
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA			
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00			
<b>4-Wire HDSL Loop (Standard), per month</b>													
NRC - 1st	UHL4X	NA	NA	NA	\$10.39	NA	NA	NA	NA	NA			
NRC - Add'l	UHL4X	NA	NA	NA	\$748.93	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA			



## **MEMORANDUM OF UNDERSTANDING**

This memorandum will serve to confirm the understanding of the parties, Intermedia Communications Inc. and BellSouth Telecommunications with reference to the interpretation of the language contained in the Amendment for HDSL capable loops.

**Intermedia Request:** To delete l.g. of our draft amendment for HDSL loops and replace with language from the Northpoint Agreement – Section 2.3.1.2

**Intermedia Interpretation:** That the HDSL loops as defined in l.a. of our amendment from the Northpoint language be interpreted as follows:

- Intermedia understands that BellSouth does not remove equipment and/or load coils from HDSL loops during its normal provisioning process. This means that BST will only attempt to provision HDSL capable loops that do not have this equipment and that the equipment will not be a part of the loop at the time of delivery to us and that it will be HDSL capable upon Intermedia's receipt of the loop.
- In the event Intermedia requires an HDSL loop that differs from the standards and specifications as set forth in paragraph 1.a, Intermedia will be subject to additional charges as set forth in the BellSouth General Subscriber Tariff, Section A5.
- In the event Intermedia selects a specific non-HDSL-capable loop to be conditioned as HDSL capable, Intermedia will be subject to additional charges as set forth in the BellSouth General Subscriber Tariff, Section A5.
- In the event that BellSouth's Service Inquiry process determines that an HDSL loop is available but BellSouth delivers a loop that is not capable of supporting HDSL as required in paragraph 1.a, Intermedia would not be subject to additional charges to condition said loop, if technically feasible, to meet the standards and specifications set forth in paragraph 1.a.

Agreed to by the parties this 26<sup>th</sup> day of August, 1999.

**BELLSOUTH COMMUNICATIONS**

**INTERMEDIA COMMUNICATIONS INC.**

BY: 

BY: 

TITLE: Sr. Director

TITLE: VP Sales